

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Artisan & Truckers Casualty Co.,

Case No. 3:17-cv-2399

Plaintiff,

v.

ORDER

Meredith A. Miller, *et al.*,

Defendants.

Defendants and Crossclaim Plaintiffs, Barry M. Creagan, Jr. & Lauren M. Creagan, as natural parents and co-administrators of the Estate of M.C. and Barry M. Creagan, Jr. & Lauren M. Creagan, as natural parents of J.C., Minor and Barry M. Creagan, Jr. by assignment from Kirsch Transportation Services, Inc. (collectively “Kirsch”), have filed a motion for summary judgment on its counterclaim. (Doc. No. 98). Kirsch seeks a declaratory judgment “declaring the rights and obligations of Artisan[& Truckers Casualty Co.], Natex[Group, Inc.], and Kirsch as follows:

There is no coverage afforded under the Artisan Policy’s Auto Coverage Part for the Final Judgment issued in the consolidated cases *Barry M. Creagan, Jr., et al. v Wal-Mart Transportation, LLC, et al.* and *Rebecca DeGondea, individually and as the mother and natural guardian of her daughter, Lilyana DeGondea, a minor v. Wal-Mart Transportation, LLC, et al.* (3:16-cv-02788 and 3:16-cv-02960).

(Doc. No. 98 at 11).

No party has filed a response to Kirsch’s motion, and the deadline to do so has passed. *See* Loc. R. 7.1. A party failing to respond to a dispositive motion waives opposition to that motion. *See Moody v. CitiMortgage, Inc.*, 32 F. Supp. 3d 869, 875 (W.D. Mich. 2014) (citing *Humphrey v. U.S. Att’y*

Gen.'s Off., 279 F. App'x 328, 331 (6th Cir. 2008) and *Scott v. State of Tenn.*, 878 F.2d 382 (6th Cir. 1989) (unpublished table decision)).

A court “shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Kirsch asserts summary judgment must be granted on the counterclaim because “the Artisan Policy, by its plain language, does not cover Kirsch as an insured for any remaining claims or judgments against it” (Doc. No. 98 at 5).

Following my review of the Artisan Policy, (Doc. Nos. 98-1 and 98-2), I agree the plain language of the Artisan Policy does not provide coverage for Kirsch. Therefore, I grant Kirsch’s motion for summary judgment, (Doc. No. 98), and conclude as follows:

There is no coverage afforded under the Artisan Policy’s Auto Coverage Part for the Final Judgment issued in the consolidated cases *Barry M. Creagan, Jr., et al. v Wal-Mart Transportation, LLC, et al.* and *Rebecca DeGondea, individually and as the mother and natural guardian of her daughter, Lilyana DeGondea, a minor v. Wal-Mart Transportation, LLC, et al.* (3:16-cv-02788 and 3:16-cv-02960).

So Ordered.

s/ Jeffrey J. Helmick
United States District Judge